	HR-C.02: CONFIDENTIALITY
HUMAN RESOURCES POLICIES	ORIGINAL DATE: 01/15/1970 LAST REVISED/REVIEWED DATE: 02/03/2007

THIS IS NOT A CONTRACT OF EMPLOYMENT. EMPLOYMENT REMAINS AT-WILL AND EMPLOYMENT MAY BE TERMINATED BY EITHER PARTY AT ANY TIME, WITH OR WITHOUT NOTICE OR REASON.

POLICY:

KershawHealth will require all employees, students, contract staff and volunteers to maintain professional confidence at all times.

PURPOSE:

To insure patient and other hospital related information is handled in a restricted, professional and confidential manner.

SCOPE:

This policy applies to all employees at KershawHealth.

DEFINITIONS:

N/A


PROCEDURE:

Confidential Patient Information:

Information related to a patient's illness or hospitalization is confidential. An employee, student, contract employee or volunteer may not disclose any information concerning a patient's condition or confinement to others in the hospital not directly involved with the case or quality review, nor to individuals outside of KershawHealth.

Confidential Non-Patient Information:

Any employee, student, contract employee or volunteer may not disclose non-patient confidential information to anyone. Such information includes but is not limited to, sensitive hospital operational issues, salary/payroll information, personnel information, employee performance issues, restricted Information Technology security codes, etc.

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Release of Confidential Information:

Confidential information may not be released to newspapers or other news media without the approval of the President or his designee. See Release of Information policy in the Administrative Manual.

Confidentiality Non-Disclosure Agreement:

All employees, students, contract employees and volunteers will be required to sign a Confidentiality Non-Disclosure Agreement (copy attached) upon employment and yearly thereafter at Annual Inservice. This agreement will be maintained in the employee's personnel file in Human Resources.

Levels of Violations of Confidentiality & Consequences:

Level One: Violations that are inadvertent and probably caused by lack of education and awareness.

Disciplinary action per the Human Resource Progressive Discipline Policy (HR-P.02).


Level Two: Unjustifiable access to confidential data.

Disciplinary action per the Human Resource Progressive Discipline Policy (P-2).

Level Three: Accessing confidential information and disclosing it to others.

Any violations of this type will result in immediate termination of employment.

Any employee, student, contract employee or volunteer who is aware of a breach of confidentiality per this policy is obligated to report it to an appropriate director/senior management member.

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**EMPLOYEE/STUDENT/CONTRACT STAFF/VOLUNTEER
CONFIDENTIALITY NON-DISCLOSURE AGREEMENT**

KershawHealth has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of information. In the course of my employment/assignment at KershawHealth, I may come into possession of confidential patient information, even though I may not be directly involved in providing patient services. I may also come into contact with non-patient confidential information at KershawHealth. Such information includes but is not limited to, sensitive hospital operational issues, salary/payroll information, employee data, restricted Information Services security codes, etc.

I understand that such information must be maintained in the strictest confidence. As a condition of my employment/assignment, I hereby agree that, unless directed by my supervisor, I will not at any time during or after my employment/assignment with KershawHealth disclose any patient or non-patient information to any person whatsoever or permit any person whatsoever to examine or make copies of any patient reports or other documents prepared by me, coming into my possession, or under my control, or use patient or non-patient information, other than as necessary in the course of my employment/assignment.

When such information must be discussed with other health care practitioners in the course of my work, I will use discretion to assure that such conversations cannot be overheard by others who are not involved.

I understand that violation of this agreement may result in corrective action, up to and including discharge.

Signature of employee/student/volunteer/contract staff

Date

Print Name